



MEMORANDUM OF AGREEMENT
for
Finance and Banking Joint Professional Master Degree Program
between
National Yunlin University of Science and Technology (Yunlin, Taiwan)
and
Asian Institute of Technology (Bangkok, Thailand)

This Memorandum of Agreement (MoA) is drawn up and agreed upon between National Yunlin University of Science and Technology, which is located at 123, University Road, Section 3, Douliou, Yunlin, Taiwan (hereinafter referred to as “*YunTech*”) and Asian Institute of Technology, which is located at Km 42 Phaholyothin Road, Klong 1, Klong Luang, Pathumthani 12120, Thailand, (hereinafter referred to as “*AIT*”) for collaboration on a joint professional Master's degree in Finance and Computing.

Whereas, **National Yunlin University of Science and Technology (YunTech)**, is one of Taiwan's leading technological institutions of higher education. Founded in 1991, the university invested billions to develop and upgrade the quality of its facilities. YunTech is a major contributor to the national development. The University actively provides technological services and personnel training for the local industry. To keep up with the latest developments in science and technology, various R & D centers were established to stimulate research and to contribute to the nation's technological and cultural achievements. Located in Douliou, Yunlin, central Taiwan, within easy access via highways and railway system, YunTech is famous for its spacious and scenic campus and modern buildings.

Whereas, **Asian Institute of Technology (AIT)** is an international post graduate institute founded in 1959, and is Asia's pioneer institution established to help meet the region's growing needs for advanced learning in engineering, science, technology and management, research and capacity building. AIT's mission is to develop highly qualified and committed professionals who will play a leading role in the sustainable development of the region and its integration into the global economy. AIT is based in Thailand and has affiliated centers in other parts of the world.

NOW, THEREFORE, on the basis of mutual trust and in the spirit of friendly cooperation, under the Memorandum of Understanding between AIT and YunTech (the “Parties”) hereby agree as follows:



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ARTICLE I: OBJECTIVE

The objective of this agreement is to establish the general terms and conditions under which the Parties shall collaborate on the Joint Professional Master's degree in Finance and Banking (PMFB).

The objective of the PMFB is to promote a new field of study in Vietnam for building capacity of finance industry by providing advanced finance and banking management training to working finance and banking management professionals.

ARTICLE II: SCOPE

The scope of the collaboration within this agreement will include, but not be limited to:

- Offering and conducting the PMFB program in AIT in Vietnam;
- Offering PMFB courses to the general public as short courses in Vietnam;
- Promoting the PMFB among professionals in the Vietnam's finance and banking industry.

ARTICLE III: RESPONSIBILITIES OF THE PARTIES

3.1 General Responsibilities

- 3.1.1 The Parties agree to carry out their respective responsibilities in accordance with the provisions of this Agreement. The Parties agree to join efforts and to maintain close working relationships in order to achieve the objectives of the PMFB.
- 3.1.2 The Parties shall keep each other informed of all relevant activities pertaining to the PMFB and its implementation, and shall hold consultations at least once per year, or at any time either Party considers it appropriate, on the status of this cooperation, including any circumstances that may affect the achievement of PMFB objectives.
- 3.1.3 AITVN will construct and decide on the pricing structure for PMFB program.
- 3.1.4 The Parties shall refrain from any unethical or unprofessional action that may adversely affect the interests of the other party and shall fulfill their commitments with fullest regard to the terms and conditions of this Agreement.
- 3.1.5 Both institutions shall negotiate the admission requirements, examination procedure, curriculums, teaching faculty, tuition and fees and etc. before setting up the Admission Instructions.
- 3.1.6 The Admission Instructions shall be set under mutual consents of both institutions and shall be released 3 months before recruiting students.
- 3.1.7 Candidates shall meet the admission requirements and subject to acceptance by the AIT and YunTech under normal admission procedure.

3.2 Responsibilities of AIT

- 3.2.1 AITVN will inform YunTech about appropriateness of the topics and contents of training and tentative schedule.

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- 3.2.2 Provide appropriate teaching faculties as contents and time designed (in attached program curriculum).
- 3.2.3 AIT will pay any taxes applicable on the revenue from the PMFB program.
- 3.2.4 Take full responsibility of administration of the Program, including the collection of tuitions and fees.
- 3.2.5 Assist teaching faculty from YunTech to acquire visa.
- 3.2.6 Provide economy air ticket, airport pick-up service, local transport and accommodation to teaching faculty.
- 3.2.7 To the faculty of Yun Tech, AITVN will provide hourly teaching fees of USD 90 for 6 teaching hours per day, course preparation fee of USD 540 for a new course. Daily allowance of USD 50 will also be provided to teaching faculty members.
- 3.2.8 AITVN will pay 10% of the tuitions and fees as the YunTech's Degree Surcharge.
- 3.2.9 Provide training venue equipped with LCD projector, screen, PC and etc.
- 3.2.10 Provide translated materials and interpretation service when necessary.
- 3.2.11 Provide joint degree and transcript to qualified students.

3.3 Responsibilities of YunTech

- 3.3.1 Provide appropriate teaching staff to AIT as contents and time designed (in attached program curriculum).
- 3.3.2 Develop the training course including training session plan, materials and etc.
- 3.3.3 Deliver courses at the location in Vietnam informed by AITVN.
- 3.3.4 Test students at the end of courses.
- 3.3.5 Provide joint degree and transcript to qualified students

ARTICLE IV: DURATION, TERMINATION, AND AMENDMENT

- 4.1 This MoA will be effective from the date of signing by both parties up to a period of five (5) years, and may be subject to extensions by mutual consent in writing.
- 4.2 Either party may terminate this MoA for a cause, in whole or in part, by giving six (6) months advance notice in writing.
- 4.3 The provisions of this MoA may be amended at any time with the mutual consent of the Parties in writing in the form of an Amendment/Addendum.
- 4.4 The amendment, termination and expiration of this MoA will not affect the terms of activities ongoing at the time of notification of amendment, termination, and expiration unless otherwise agreed between the Parties. All enrolled students in good standing must be given the opportunity to complete their degree requirements of the PMFB program before this MoA officially terminates.

ARTICLE V: INTELLECTUAL PROPERTY

- 5.1 The Parties agree on intellectual property rights to, including but not limited to, lectures, training documents, audiovisual work, cinematographic work, and sound recording (hereinafter referred to as the "**Material**") created or jointly created in the PMFB program hereunder as follows:


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- 5.1.1 Authors (other than AIT, YunTech and their employees) who create or jointly create the Material shall own the intellectual property rights to such Material. The Parties shall not use the Material, which is created or jointly created by such authors for any purpose other than the PMFB program without permission from the authors of such Material.
- 5.1.2 Either Party may utilize the Material, which is jointly created by the Parties without receiving the prior written consent from the other Party.

ARTICLE VI: SPECIAL PROVISIONS

- 6.1 This Agreement and related documents are executed in English and shall be construed in accordance with, and governed by, the laws of Republic of Vietnam, Chinese Taipei, or the Kingdom of Thailand, depending upon where the particular activity takes place.
- 6.2 Should any dispute between YunTech and AIT arise from this Agreement, the Parties shall use their best efforts to settle amicably any dispute, controversy or claim. Where the parties wish to seek such an amicable settlement through conciliation, these shall be settled amicably between the Parties in accordance with the laws of Vietnam.
- 6.3 In the event of an occurrence of any cause constituting *force majeure*, the affected Party, as soon as possible, shall give notice and full particulars in writing to the other cooperating Party, of such occurrence or change if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement.

ARTICLE VII: COMMUNICATIONS AND ADDRESSES

Any notice required to be given by either Party under this Agreement shall be given in writing and shall be deemed given when actually received by the other party, to the following addresses:

YunTech:

Mr. Chun-An Li
Chairman, Department and Graduate Institute of Finance
National Yunlin University of Technology
123 University Road, Section 3,
Douliou, Yunlin 64002, Taiwan, R.O.C
Tel: +886-5-534-2601 Ext. 5411
Fax: +886-5-531-2079
Email: liica@yuntech.edu.tw

AIT:

Ms. Nguyen Thi Bich Hoa
Deputy Director, AITCV
Building B3, University of Transport and
Communications, Lang Thuong, Dong Da Dist., Hanoi
Tel: +84-4-37669493/ Ext. 127
Fax: +84-4-37669490
Email: hoa@aitcv.ac.vn


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This Agreement is executed in two identical copies. Both Parties have read and understood all details in this Agreement, and hold one original copy of it duly signed by the respective authorities.

Signed for and on behalf of:

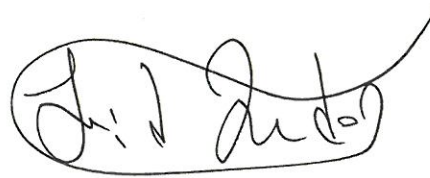
**National Yunlin University of
Science and Technology**



Professor Yeong-Bin Yang
President

Date: *Nov. 28, 2009*

Asian Institute of Technology



Professor Said Irandoust
President

Date: *28 / 11 / 2009*

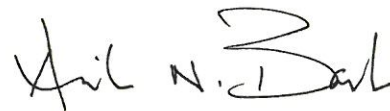
Witness:

Professor Chun-An Li
Chairman



Nov/28/2009

Witness:



Professor Amrit N. Bart
Dean *28-11-2009*